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January 16, 2007

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General Counsel Office
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463
Attn: Alva DeJarnett-Miller

Re MUR 5888

Dear Ms. DeJarnett-Miller:

This letter is in response to the Federal Election Commission's letter received December 18, 2006 by the respondents, the Raese For Senate Committee, John Raese and James Troy. That letter informed these respondents that the Commission had received a complaint alleging violation of the Federal Election Campaign Act of 1971, as amended (the "Act"). The Commission letter enclosed a copy of a complaint from Matthew Miller, Treasurer of the Lewis for Senate, Inc.

Enclosed with this letter is an affidavit from James Troy, Treasurer of the John Raese for Senate Committee. Mr. Troy's affidavit sets forth the relevant and material facts relating to the allegations of violations of the Act found in the complaint filed by Mr. Miller. The complaint filed by Mr. Miller contained a number of factual errors and incorrectly analyzed some of the requirements of the so-called "Millionaire Amendment". The Raese Committee and its treasurer did make errors in its filings in regard to this provision on the Act. These errors were affirmatively brought to the attention of the Commission, significantly before the Commission's receipt of the complaint from Mr. Miller.

Respondents provide the Commission with no unique insight when they pointed out that the Millionaire Amendment requirements are complex and confusing for most participants in Senate campaigns, especially for those who are new participants, such as the Treasurer of the Raese Committee.

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If you have additional questions or need additional documentation, please
contact me. Thank you for your consideration of our request.

Sincerely,



E. Mark Braden

Enclosures

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Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

AFFIDAVIT FOR JAMES M. TROY

Re. MUR 5888 - Complaint by Lewis for Senate, Inc.

- 1) I, James M. Troy, am the Treasurer of the Raese For Senate Committee ("Committee.")
- 2) John Reeves Raese filed his Federal Election Commission ("FEC") Form 2, Statement of Candidacy, on February 6, 2006.
- 3) His original Statement of Candidacy did list "0.00" as his declaration of intent to expend personal funds for both Primary and General elections

My understanding was that the amount to be declared is the amount in excess of the threshold amount, which was \$414,720, in West Virginia. At the time of filing, the Candidate had no intent of expending personal funds in excess of the threshold amount. I specifically discussed this with him prior to filing the Statement of Candidacy. Mr. Raese believed that adequate financial support would come from other donors

- 4) The Candidate did lend the Committee \$35,000 from personal funds on January 31, 2006.
- 5) On March 14, 2006, John R. Raese did establish a \$400,000 a personal revolving line of credit with Huntington Bank secured by stock in certain of his non-publicly traded companies (Exhibit A). The credit line was to Mr. Raese personally and not to the Committee. According to the bank revolving credit agreement, "The Borrower will use the proceeds of the Loan to provide working capital for the Borrower's political campaign and to support Borrower's business activities."

John Raese made the following draws on the Huntington Bank line of credit which he immediately loaned to the Committee:

- | | |
|------------------|-----------|
| • April 7, 2006 | \$ 30,000 |
| • April 11, 2006 | \$200,000 |
| • April 19, 2006 | \$ 70,000 |

- 6) These draws were not made on April 27, 2006 as alleged in the complaint. The date listed in Schedules C-1 attached to the Complaint as Exhibit 3 is April 27, 2006. However, these Schedules C-1 correctly list the date the C-1 / FEC Pre-Primary report was filed and not the transaction date. The transaction dates were correctly reported on Schedule C as listed in Paragraph 5.

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7) There was an additional \$90,000 loan to the Committee from the candidate's personal funds on March 24, 2006 which was not cited in the complaint. A summary of all funds from the Candidate to the Committee from the beginning of the campaign until the first FEC 10 filing follows:

	<u>Amount</u>	<u>Cumulative</u>
• Jan 31, 2006	\$ 35,000	\$ 35,000
• March 24, 2006	\$ 90,000	\$125,000
• April 7, 2006	\$ 30,000	\$155,000
• April 11, 2006	\$200,000	\$355,000
• April 19, 2006	\$ 70,000	\$425,000 (First triggering)
• April 27, 2006	\$100,000	\$525,000
• May 3, 2006	\$ 80,000	\$605,000

8) All funds received from the Candidate were loans from the Candidate with the hope and expectation that future donations would be sufficient to cover campaign expenses and repay the Candidate for some or all of his personal expenditures.

9) The Committee made its first FEC Form 10 Filing on May 3, 2006.

This filing was made immediately after I first became aware of the specific FEC 10 filing requirements. I now believe the Committee first exceeded the threshold limits on April 19, 2006 but did not realize it until Saturday, April 22, 2006. Being the weekend, I felt it best to confer with the Committee's legal counsel and compliance firm before taking any action. On Monday, April 24, 2006, I filed an amended FEC 2 Statement of Candidacy declaring that the Candidate intended to expend \$250,000 in excess of the threshold amount from his personal funds. That FEC Form 2 was faxed or e-mailed to each opposing candidate including Hiram Lewis on April 24, 2006. I was not advised by either the Committee's legal counsel or compliance firm to file additional reports, including FEC Form 10 or to take any other additional action.

10) The Committee has previously stated to the FEC pursuant to a Request for Additional Information that the Committee's FEC Form 10 filings for the first 2 Candidate expenditures in excess of the threshold amount were not timely filed within the required 24-hour periods. However, the first FEC 10 filing was made 14 days after the first exceeding the threshold and not 50 days as alleged in the complaint.

11) The Committee's April Quarterly Report showed loans made or guaranteed by the candidate of \$125,000. This is correct as of March 31, 2006 – the cutoff of that report. However, the Millionaire's Amendment was not triggered during this filing period, the first quarter ending March 31, 2006.

12) The Committee's 12-day Pre-Primary Report did correctly reflect the Candidate's expenditures from personal funds and was the first FEC 3 Report of Receipts and Disbursements to include the first personal expenditure in excess of the threshold.

13) John Raese, the Committee and I did not knowingly and willfully conspire to violate the "Act" as alleged. The Committee had a system in place for tracking personal expenditures by the candidate and was monitoring the balance in relation to the threshold amount. In the midst of last minute planning for filing the Pre-Primary Report, the threshold amount was innocently and accidentally exceeded by \$10,280, and amidst various other activities the amount was not discovered until three days later. John Raese and I did not discuss the matter either before or immediately after it occurred. Mr. Raese was not even aware of the personal expenditures being made from his accounts or from his personal credit line - all as a matter of expedience while he was busy campaigning. As Mr. Raese's personal accountant, I was authorized to make draws on his bank credit line and to direct those draws to either campaign or business use. Furthermore, I have check signing authority on certain personal bank accounts of Mr. Raese which I used to fund some of the personal expenditures from the Candidate to the Committee. I did not provide the Candidate with routine in-house financial reports of the Committee's receipts and disbursements. I also did not always seek his approval or advice before each borrowing on his bank revolving credit line.

14) The Complaint alleges that "John R. Raese, James M. Troy, and Raese for Senate knew or should have known of the intent to spend personal funds at the time the funds were expended or the line of credit was established." Establishing the line of credit is not of itself indicative of this intent of the parties. Establishing the credit line was a time consuming and costly endeavor initiated by the Treasurer as a contingency to provide working capital to satisfy timing differences between expenditures and donations as well as potential shortfalls. It was entirely reasonable and prudent to establish a borrowing limit in excess of what was expected to be used. It is not unlike an individual having a credit card with a limit greater than they expect to use. As circumstances changed, the Raese credit line was subsequently modified two times to increase the borrowing limit before the general election was over, and the full amount was used for the campaign.

I do solemnly declare and affirm under the penalties of perjury and upon personal knowledge that the facts set forth herein are true and correct.

By: James M. Troy
James M. Troy

Date: Jan 16, 2007

REVOLVING LINE OF CREDIT LOAN AGREEMENT

THIS LOAN AGREEMENT ("Loan Agreement"), is made and entered into as of the 14th day of March, 2006, by and between JOHN R. RAESE ("Borrower"), whose address is P.O. Box 872, Morgantown, West Virginia 26507-0872 and THE HUNTINGTON NATIONAL BANK, 201 High Street, Morgantown, West Virginia 26505 ("Lender")

WITNESSETH:

WHEREAS, Borrower has requested that Lender make a loan to Borrower, and Lender has agreed to make a revolving line of credit loan to Borrower in the maximum principal amount of \$400,000.00 (the "Loan"), to be evidenced by the promissory note of Borrower (the "Note");

WHEREAS, the Loan shall be secured by a pledge of Borrower's stock in certain corporations herein referred to as the Radio Corporations;

WHEREAS, Lender is willing to make the Loan, secured as aforesaid, in accordance with the terms and provisions of this Loan Agreement; and

WHEREAS, Borrower desires to obtain the Loan on such basis.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, the parties agree as follows:

1 Definitions. As used in this Loan Agreement, unless the context requires a different meaning, the following terms shall have the meanings set forth below.

"Closing" means the funding of the Loan described in Section 3(a).

"Closing Date" means the date of Closing specified in Section 3(a)

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"Code" means the Internal Revenue Code of 1986, as amended, and any successor statute thereto.

"Collateral" means the Borrower's capital stock of the Radio Corporations, defined herein.

"Environmental Laws" means all federal, state or local laws, orders or regulations governing the presence, storage, use, transfer, transport, disposal, release or threatened release, of any Hazardous Substances.

"Event of Default" has the meaning given in Section 9.

"FCC Licenses" means any and all licenses, permits, applications, petitions or other authorizations issued by or filed with the Federal Communications Commission in connection with the ownership and/or operation of any of the Radio Stations, and any and all renewals thereof

"Governmental Authority" means the government of any nation, state, city, locality or other political subdivision thereof, and any board, bureau, agency, authority, department or other division exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any such government, including but not limited to the Federal Communications Commission

"Hazardous Substances" means (i) any hazardous or toxic substances, pollutants, contaminants, chemicals or wastes, within the meaning of any applicable federal, state or local laws, regulations, rules or orders pertaining to the environment or environmental protection, or (ii) petroleum products, polychlorinated biphenyls ("PCBs"), or friable asbestos.

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"Loan Agreement" means this Loan Agreement as the same may be amended, supplemented or modified in accordance with the terms hereof

"Loan Documents" means this Loan Agreement, the Note, the Pledge Agreement, and any and all other assignments, agreements, documents, instruments and certificates required to be delivered to Lender pursuant to this Loan Agreement, including, without limitation, all of the agreements, documents and instruments listed and described in Section 4(c) hereof

"Note" means that certain Revolving Line of Credit Promissory Note of even date herewith in the maximum principal amount of \$400,000.00 evidencing the Loan

"Obligations" means and includes (i) the Borrower's obligation to repay the Loan and any other advances, indebtedness, liabilities, obligations, covenants and duties owing, arising, due or payable from Borrower to Lender under this Loan Agreement or any of the other Loan Documents, and (ii) all interest, charges, expenses and any other sums chargeable to the Borrower by Lender under this Loan Agreement or any of the other Loan Documents.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

"Pledge Agreement" means the Pledge Agreement described in section 4(c).

"Radio Corporations" means West Virginia Radio Corporation, West Virginia Radio Corporation of Clarksburg, West Virginia Radio Corporation of Charleston, West Virginia Radio Corporation of Elkins, West Virginia Radio Corporation of Salem, and West Virginia Radio Corporation of Buckhannon.

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"Radio Stations" means radio stations WVAQ-FM and WAJR-AM in Morgantown, West Virginia, radio stations WFBY-FM and WWLW-FM in Clarksburg, West Virginia, radio stations WDNE-FM, WDNE-AM and WELK-FM in Elkins, West Virginia, radio station WAJR-FM in Salem, West Virginia, radio stations WBUC-AM, WBRB-FM in Buchannon, West Virginia, radio stations WCHS-AM, WCAW-AM, WKAZ-FM, WSSW-AM, WKWS-FM, WRVZ-FM and WVAF-FM in Charleston, West Virginia and any other radio broadcast station now or hereafter owned and operated by any of the Radio Corporations.

"Requirements of Law" means as to any Person, any law (including without limitation, the Environmental Laws and the Communications Act of 1934, as amended), treaty, rule, regulation, qualification, license (including but not limited to the FCC Licenses) franchise or determination of any arbitrator, court or other Governmental Authority, in each case applicable to or binding upon such Person or any such Person's property or to which such Person or any of such property is subject or pertaining to any of the transactions contemplated or referred to herein.

2. Representations and Warranties. Borrower represents and warrants to Lender as follows:

(a) Organization and Good Standing of Radio Corporations Each of the Radio Corporations is a corporation duly organized, validly existing and in good standing under the laws of the State of West Virginia (except West Virginia Radio Corporation of Salem, which is duly organized and validly existing under the laws of the State of Delaware, and is duly qualified as a foreign corporation authorized to do business in the State of West Virginia), and is qualified as a foreign corporation in each additional jurisdiction in which the nature of its business or the ownership of its assets requires. Each of the Radio Corporations has all requisite corporate power

and authority to own and operate its assets, and to carry on its business as now conducted and proposed to be conducted, including having all requisite FCC Licenses.

(b) Compliance With Other Instruments. The execution, delivery and performance of this Loan Agreement and all other Loan Documents to which the Borrower is a party, and the consummation of the transactions contemplated hereby and thereby, will not conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, the Articles of Incorporation or bylaws of any of the Radio Corporations, or of any law, regulation, order, writ, injunction or decree of any court or Governmental Authority applicable to Borrower or any of the Radio Corporations, of any loan agreement, or any other agreement, contract or instrument by which the Borrower is bound.

(c) Binding Effect. Upon the execution thereof, each of the Loan Documents to be executed by Borrower will constitute valid and legally binding obligations of the Borrower, enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, moratorium or similar laws affecting the rights of creditors generally and by general principles of equity

(d) No Default or Breach No event has occurred and is continuing, or would result from the incurring of obligations by Borrower under this Loan Agreement, which constitutes or with the giving of notice or passage of time would constitute an Event of Default.

(e) Title: FCC Licenses. David Raese and John Raese collectively own, free and clear of any lien, pledge, security interest, restriction or encumbrance (except for the Pledge Agreement with Lender), one hundred percent of the issued and outstanding shares of the capital stock of each of the Radio Corporations except West Virginia Radio Corporation and West Virginia

Radio Corporation of Salem; David Raese and John Raese collectively own approximately eighty-three percent (83%) of the issued and outstanding shares of the capital stock of West Virginia Radio Corporation; and David Raese, John R. Raese and Dale B. Miller collectively own one hundred percent of their issued and outstanding shares of capital stock of West Virginia Radio Corporation of Salem. The Radio Corporations own and hold all requisite FCC Licenses for the ownership and operation of the Radio Stations, and each of the FCC Licenses is in good standing with the Federal Communications Commission.

(f) Address; Place of Business. The Borrower's address is P.O. Box 872, Morgantown, West Virginia 26507-0872. The address of the principal office of each of the Radio Corporations is Greer Mansion, 598 Canyon Road, Morgantown, West Virginia 26508. The Borrower will notify Lender in writing prior to any change in his address or any change in the location of the principal office of any of the Radio Corporations.

(g) Legal Proceedings. There are no actions, suits, proceedings or investigations pending or, to the knowledge of Borrower, threatened (on any basis therefor known to Borrower) against or affecting the Borrower, any of the Radio Corporations, their businesses or properties, by or before any Governmental Authority, court, arbitrator or grand jury, the result of which might substantially impair the Radio Corporations' operations, or the financial condition of the Borrower or the Radio Corporations, or the ability of Borrower to perform his obligations under the Loan Documents. Neither Borrower nor any of the Radio Corporations is in default with respect to any judgment, order, writ, injunction, decree, demand, law, rule or regulation of any court, arbitrator, grand jury or of any Governmental Authority.

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(h) Consents and Approvals. Borrower is not required to obtain any order, consent, approval or authorization of, or required to make any declaration or filing with, any court, Governmental Authority or any other person in connection with the execution, delivery and performance of this Loan Agreement or any of the other Loan Documents, including the Pledge Agreement.

(i) Disclosure No representation or warranty by Borrower contained herein or in any other Loan Document contains any untrue statement of material fact or omits to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances under which it was made. There is no fact known to the Borrower which the Borrower has not disclosed to Lender which materially adversely affects, or insofar as Borrower can reasonably foresee, will materially adversely affect the Borrower's financial condition or ability to perform the Obligations.

(j) Taxes. Borrower has filed or caused to be filed, or has properly filed for extensions for, all federal, state and local tax returns and other reports required by applicable law to be filed prior to the date hereof, has paid or caused to be paid all taxes, assessments or other governmental charges due and payable prior to the date hereof and has made adequate provision for the payment of such taxes, assessments or other charges accruing but not yet payable. The Borrower has no knowledge of any deficiency or additional assessment in a material amount in connection with any taxes, assessments or charges.

(k) Employment Benefit Plans. To the best of Borrower's knowledge, the Radio Corporations have not contributed or been obligated to contribute to a multi-employer plan as that term is defined in Section 4001 of the Employee Retirement Income Security Act of 1974,

as amended ("ERISA"), within the preceding five years. The Radio Corporations either (i) do not maintain any plan ("Plan") that is subject to Title IV of ERISA, or (ii) are in compliance in all material respects with all applicable provisions of ERISA and the Code relating to minimum funding requirements for each Plan. The Radio Corporations have not incurred any liability to the Pension Benefit Guaranty Corporation ("PBGC") with respect to any Plan.

(l) Environmental Matters.

(i) To the best of Borrower's knowledge, the Radio Corporations' assets and operations do not contravene any Environmental Law and are not the subject of any federal, state or local investigation evaluating whether any remedial action is needed to respond to a release of any Hazardous Substances

(ii) The Borrower has not received any notice or claim, nor are there pending, or to Borrower's best knowledge, threatened or reasonably anticipated, lawsuits against any of the Radio Corporations with respect to any violations of an Environmental Law or in connection with any release of any Hazardous Substances

(m) Labor Relations To the best of Borrower's knowledge, there is (i) no unfair labor practice complaint pending or threatened against any of the Radio Corporations before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under collective bargaining agreements is so pending or threatened; (ii) no strike, labor dispute, slowdown or stoppage is pending or threatened against any of the Radio Corporations; and (iii) there is no union representation question existing with respect to any of the Radio Corporations' employees and no union organizing activities are taking place.

(n) Americans with Disabilities Act. To the best of Borrower's knowledge, each of the Radio Stations fully complies in all material respects with Title III of the Americans with Disabilities Act and all regulations promulgated thereunder

3. The Loan. Lender will make a loan in the maximum principal amount of Four Hundred Thousand Dollars (\$400,000 00) ("the Loan") as herein provided.

(a) Use of Loan Proceeds. The Borrower will use the proceeds of the Loan to provide working capital for the Borrower's political campaign and to support Borrower's business activities.

(b) Line of Credit This Loan evidences a revolving line of credit. Advances pursuant to this Loan may be requested only in writing by Borrower or a duly appointed representative of Borrower. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of Borrower's personnel or agent; or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Loan at any time may be evidenced by endorsements on the Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Loan if: (a) Borrower is in default under the terms of this Loan or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with obtaining the Loan or otherwise; (b) Borrower dies or ceases doing business or is insolvent; (c) Borrower has applied funds provided pursuant to this Loan for purposes other than those authorized by Lender

(c) Repayment of Loan; Late Payments.

(i) Interest on the amounts advanced or readvanced by the Lender will accrue from the date of each such advance or readvance. Commencing on the 14th day of April, 2006 and continuing on the same day of each calendar month thereafter Borrower shall make twelve (12) consecutive monthly installment payments of accrued interest only.

(ii) All outstanding principal and interest under this Note shall be due and payable in full on March 14, 2007.

(ii) All scheduled payments on the Loan shall be due and payable on the 14th day of the month. In the event any payment is not made within ten or more days from the date on which the payment was due, the Lender shall be entitled to impose a late charge equal to five percent (5%) of the delinquent amount.

(ii) The Loan will bear interest at a rate equal to the One (1) Month LIBO plus two and twenty-five hundredths percent (2.25%), per annum, adjusted monthly (The term "One (1) Month LIBOR" is defined in the Note.)

4. Conditions of Closing Lender's obligation to make the Loan shall be subject to the satisfaction as determined by, or waived by, Lender of the following conditions on or before the Closing Date:

(a) Compliance with this Loan Agreement. The performance by Borrower prior to or at the Closing of all its agreements theretofore to be performed under this Loan Agreement

(b) Representations and Warranties. The accuracy of Borrower's representations and warranties contained in Section 2 at and as of the Closing Date.

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(c) Documents Required for Closing The Borrower shall deliver or cause to be delivered to Lender the following documents, all executed by the proper parties and in form and substance satisfactory to Lender.

(i) The Note

(ii) A Pledge Agreement granting to lender a first priority pledge of all of Borrower's capital stock of the Radio Corporations.

(d) Certain Events. At the time of the Closing,

(i) No Event of Default (as hereinafter defined) shall have occurred and be continuing, and no event or condition shall have occurred and be continuing that, with the giving of notice or passage of time or both, would be an Event of Default;

(ii) All representations and warranties of Borrower in this Loan Agreement or in any other document or certificate delivered to Lender by or on behalf of Borrower prior to or at the Closing in connection with the transactions contemplated hereby shall be true and correct on the date hereof and at and as of the Closing Date after giving effect to the transactions contemplated by this Loan Agreement

(e) Payment of Fees. The Borrower shall have paid or satisfactorily provided for the fees and out-of-pocket expenses of this transaction, including a loan origination fee in the amount of \$1,000 00.

(f) Legal Matters. At the time of the Closing, all legal matters incidental thereto shall be satisfactory to Lender's counsel.

(g) Waiver of Conditions Precedent. If Lender makes any Loan advance hereunder prior to the fulfillment of any of the conditions of closing set forth in this Section 4, the

making of such Loan or advance shall constitute only an extension of time for the fulfillment of such condition and not a waiver thereof, and Borrower shall thereafter use its best efforts to fulfill each such condition promptly.

5. Affirmative Loan Covenants. The Borrower covenants and agrees that so long as this Loan Agreement is in effect and so long thereafter as any Obligations relating to the Loan remain outstanding, the Borrower will:

(a) Furnish or cause to be furnished to Lender, within 120 days after the end of each calendar year, a current personal financial statement, and, promptly after filing, copies of the Borrower's annual federal and state income tax returns and all schedules and exhibits thereto. With regard to the Borrower's investment interest in Greer Industries, Inc. and its affiliates on the foregoing personal financial statement, Borrower will disclose on such personal financial statement that the combined value assigned to the respective equity interests of John R. Raese and David A. Raese in Greer Industries, Inc. and its affiliates is not less than \$7.6 million. Such value shall be verified in a letter from Grossman Yanek and Ford, LLC (or other independent accounting firm acceptable to Lender), which letter shall be attached to Borrower's personal financial statement.

(b) Furnish or cause to be furnished, within 120 days after the end of each fiscal year, an annual audited, combined, financial statement of the Radio Corporations

(c) Furnish or cause to be furnished, on a quarterly basis, and within 60 days of the end of each quarter, a company prepared, combined, financial statement of the Radio Corporations.

(d) Notify Lender immediately in writing if he becomes aware of the occurrence of any Event of Default or of any fact, condition or event that with the giving of notice

or passage of time or both, could become an Event of Default, or of the failure of Borrower to observe any of its undertakings hereunder.

(e) Notify Lender immediately in writing of any litigation, claim or cause of action which has been asserted against Borrower or any of the Radio Corporations which, if unfavorably resolved, would materially adversely affect Borrower's ability to perform the Obligations or the value of the collateral security granted to the Lender under this Loan Agreement.

(f) Cooperate in good faith with Lender (including executing any requisite transfer documents) regarding the transfer of the FCC Licenses pursuant to the Communications Act of 1934, as amended, in the event that the Lender forecloses upon the liens and security interests securing the Loan.

(g) Subordinate any loan made by Borrower to any of the Radio Corporations to the Loan, both in terms of payment and priority of collateral security.

6. Negative Covenants. The Borrower covenants and agrees that so long as this Loan Agreement is in effect and so long thereafter as any obligations relating to the Loan remain outstanding, the Borrower will not, without the prior written consent of Lender

(a) Except for a pledge of stock of West Virginia Radio Corporation of Buckhannon to secure Richard H McGraw and Karen McGraw, sell, encumber or dispose of any of his capital stock of the Radio Corporations.

(b) Furnish Lender any certificate or other document containing any untrue statement of material fact or omitting a material fact necessary to make it not misleading in light of the circumstances under which it was furnished.

(c) Pledge or further encumber any asset securing the Loan, except for other pledges or encumbrances in favor of the Lender.

7. Further Assurances Borrower will from time to time execute such further instruments and do such further acts and things as Lender may reasonably require by way of further assurance to secure to Lender the intended benefits and collateral security contemplated by this Loan Agreement.

8. Events of Default; Acceleration. The Loan and all other Obligations, however evidenced, shall, at Lender's option, and notwithstanding any time or credit allowed by any instrument evidencing such Obligations, become due and payable ten (10) days, or such longer period as herein provided, following Borrowers' receipt of notice of the occurrence of one or more of any of the following events of default (the "Events of Default"):

(a) The Borrower shall be in default in the payment of any installment of principal or interest on the Loan;

(b) The Borrower shall be in default with respect to any other covenant or agreement contained in this Loan Agreement or in the Loan Documents, or the Borrower shall be in default under any other Loan Agreement, debt instrument or other financing arrangement with Lender, and such default shall continue unremedied for a period of thirty (30) days after the Borrower's receipt of written notice from the Lender of the existence of such default;

(c) There shall be a default by any of the Radio Corporations under any loan, credit facility, debt instrument or other financing arrangement with Lender (and such default

shall continue unremedied after the expiration of any grace period provided for in the loan agreements, notes, or other instruments evidencing or securing such loans or credit facilities).

(b) An order for relief shall be entered against the Borrower by any United States Bankruptcy Court; or the Borrower shall generally not pay their debts as they become due (within the meaning of 11 U.S.C. Section 303(h) as at any time amended or any successor statute thereto) or make an assignment for the benefit of creditors; or the Borrower shall apply for or consent to the appointment of a custodian, receiver, trustee or similar officer for its or for all or any substantial part of its property; or such custodian, receiver, trustee or similar officer shall be appointed without the application or consent of the Borrower and such appointment shall continue undischarged for a period of sixty (60) days; or the Borrower shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction or any such proceeding shall be instituted (by petition, application or otherwise) against the Borrower and shall remain undismissed for a period of sixty (60) days; or any judgment, writ, warrant or attachment, execution or similar process shall be issued or levied against the property of the Borrower and such judgment, writ or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue or levy;

(c) Any representation or warranty by the Borrower made herein or in the Loan Documents or to induce the making of the Loan shall prove to have been false or misleading in any material respect when made.

9. Rights and Remedies on Default. Upon the occurrence of any Event of Default, and at any time thereafter, Lender shall have all of the rights and remedies provided herein

and in any or all of the Loan Documents and provided Lender in law or at equity. Borrower shall pay to Lender on demand any and all expenses, including legal expenses and reasonable attorneys' fees, incurred or paid by Lender in protecting or enforcing the obligations of Borrower and all rights of Lender hereunder, including Lender's right to take possession of any Collateral.

10. Waivers, Modifications and Amendments. Lender shall not be deemed to have waived any provision hereof except by instrument in writing duly signed by an authorized officer of Lender, and no delay or omission of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy, whether of the same or of a different nature, on any future occasion. This Loan Agreement may be modified or amended only by an instrument in writing signed by the party against whom enforcement is sought.

11. Notices. Any demand upon or notice by Lender to Borrower hereunder shall be effective when deposited in the United States mails, postage prepaid, addressed to Borrower at its address shown at the beginning of this Loan Agreement or at such other address as Borrower may hereafter specify in writing to Lender. Any notice by Borrower to Lender hereunder shall be effective when deposited in the United States mails, postage prepaid, addressed to Lender at Lender's address shown at the beginning of this Loan Agreement, or at such other address as Lender may hereafter specify in writing to Borrower.

12. Prior Agreements Superseded; Entire Loan Agreement, Survival of Agreements. Except as provided in this Section 12, this Loan Agreement shall replace and supersede all prior loan agreements and loan commitments with or to Borrower and shall constitute the entire agreement between Lender and Borrower with respect to the Loan. All agreements, covenants,

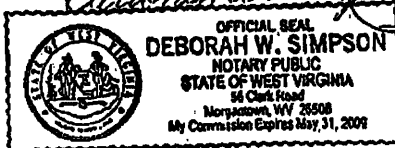
representations and warranties made herein shall survive the Closing and the making of the Loan and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, except that no right of Borrower to obtain the Loan shall be assigned by Borrower or succeeded to by any successor of Borrower without the consent in writing of Lender.

13. Counterparts. This Loan Agreement may be executed in any number of counterparts by the different parties hereto on separate counterparts, each of which when so executed and delivered by the parties constituting an original but all such counterparts together constituting but one and the same instrument.

14. Construction; Legal Actions. This Loan Agreement and all other Loan Documents shall be governed by and construed in accordance with the laws of the State of West Virginia, except to the extent that conflict of law principles otherwise require. THE BORROWER WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF A DISPUTE BETWEEN LENDER AND BORROWER.

IN WITNESS WHEREOF, the parties have caused their names to be signed hereto as of the date first hereinabove written.

BORROWER:



JOHN R. RAESE

LENDER:

THE HUNTINGTON NATIONAL BANK

By:


Melissa Cumpston, Private Banking Officer

27044182764

STOCK PLEDGE AGREEMENT

THIS STOCK PLEDGE AGREEMENT ("Stock Pledge Agreement") is made and entered into as of the 14th day of March, 2006, by and between JOHN R. RAESE, hereinafter sometimes referred to as "Pledgor" and THE HUNTINGTON NATIONAL BANK, hereinafter sometimes referred to as "Pledgee";

WHEREAS, pursuant to a Revolving Line of Credit Loan Agreement of even date herewith (the "Loan Agreement"), Pledgee has made a certain revolving line of credit loan to Pledgor in the maximum principal amount of \$400,000.00 (herein referred to as "the Loan"), for purposes of providing working capital to the Pledgor, and which indebtedness is further evidenced by a Revolving Line of Credit Promissory Note of even date herewith for the maximum principal amount of \$400,000.00 (the "Note");

WHEREAS, in order to secure Pledgee with respect to the Loan, Pledgor has agreed to pledge his shares of the capital stock of West Virginia Radio Corporation of Buckhannon, West Virginia Radio Corporation, West Virginia Radio Corporation of Clarksburg, West Virginia Radio Corporation of Charleston, West Virginia Radio Corporation of Elkins and West Virginia Radio Corporation of Salem to Pledgee

NOW, THEREFORE, WITNESSETH. That for and in consideration of the premises, and in order to secure Pledgee in the performance of the Pledgor's obligations to Pledgee pursuant to the Loan, or any extensions, renewals, modifications or refinancings of them, it is hereby agreed as follows:

1 DEPOSIT AND PLEDGE OF SHARES: Pledgor hereby pledges and assigns to Pledgee, and grants to Pledgee a security interest in, the shares of stock identified on

Exhibit A - Pledged Securities ("the Shares"), as security for the faithful and timely performance of the obligations of the Pledgor to Pledgee pursuant to the Loan, as above described, together with any and all extensions, renewals, modifications or refinancings of the Loan ("the Secured Obligations").

All new shares of capital stock, securities, rights, warrants, options and the like created in respect of the Shares, whether by stock split, stock dividend, merger, consolidation or otherwise shall be delivered by Pledgor to, and shall be held by, Pledgee subject to the terms, provisions and conditions of this Stock Pledge Agreement, and the term "Shares" as used herein shall be deemed to include all such new shares, securities, rights, warrants, options and the like

2. VOTING OF STOCK: So long as there is no default in the performance of any of the terms, provisions and conditions of the Secured Obligations, or any of the agreements, covenants, obligations, warranties and representations of the Pledgor in related instruments, Pledgor shall be entitled to vote the Shares, but only for purposes not inconsistent with the covenants, obligations or agreements of the Pledgor contained in the Secured Obligations, any of the aforesaid related instruments and/or this Stock Pledge Agreement. Notwithstanding anything to the contrary contained herein, upon the occurrence of any "Event of Default," as hereinafter defined but only after the approval of the FCC, Pledgee shall be entitled to exercise all voting rights and privileges whatsoever with respect to the Shares, and to that end Pledgor hereby constitutes Pledgee as his proxy and attorney-in-fact for all purposes of voting the Shares, and this appointment shall be deemed coupled with an interest and is and shall be irrevocable until the hereinabove described obligations of the Pledgor under the Secured Obligations have been fully fulfilled. All persons shall be conclusively entitled to rely upon Pledgee's verbal or written certification that it is entitled to vote the Shares hereunder. Pledgor will execute and deliver to Pledgee any additional proxies and powers

of attorney that Pledgee may reasonably desire in order to vote more effectively the Shares in its own name.

3. STATUS OF SHARES: Pledgor hereby represents and warrants to Pledgee that (i) the Shares are validly issued and outstanding, fully paid and non-assessable; (ii) Pledgor is the registered and absolute beneficial owner of the Shares, free and clear of all liens, charges, equities and encumbrances, except for existing liens of Pledgee, and a pledge of the stock of West Virginia Radio Corporation of Buckhannon to Richard H. McGraw and Karen McGraw; (iii) Pledgor has the full power and authority to pledge the Shares to Pledgee pursuant to this Stock Pledge Agreement, and (iv) the Shares are freely transferable by Pledgee under this Stock Pledge Agreement.

4. MAINTENANCE OF PRIORITY OF PLEDGE: Pledgor shall be liable for and shall from time to time pay and discharge all taxes, assessments and governmental charges, if any, imposed upon the Shares by any federal, state or local authority, the liens of which would or might be held prior to the right of Pledgee in and to the Shares or which are imposed on the holder and/or registered owner of the Shares. Pledgor will not, at any time while this Stock Pledge Agreement is in effect, do or suffer any act or thing whereby the rights of Pledgee in the Shares would or might be impaired. Pledgor shall execute and deliver such further documents and take such further actions as may be reasonably required to confirm the rights of Pledgee in and to the Shares or otherwise to effectuate the intention of this Stock Pledge Agreement.

5. EVENTS OF DEFAULT: Each of the following shall be deemed an "Event(s) of Default" hereunder.

(a) If the Pledgor shall fail to timely and fully fulfill any of their obligations under the Secured Obligations, and all cure periods have expired, or

(b) If there is any default of any kind under the terms of the Loan Agreement, the Note, this Stock Pledge Agreement or if any covenant, warranty, representation or agreement made by Pledgor to Pledgee shall be broken or breached or prove to have been untrue when made.

6. REMEDIES UPON EVENT OF DEFAULT.

(a) Upon the occurrence of any Event of Default, as referred to in Section 5 hereof, Pledgee shall have the following rights and remedies, in addition to all other rights and remedies provided by law or at equity, or provided for in any related instrument, all of which shall be cumulative and may be exercised from time to time, either successively or concurrently:

(i) To sell the Shares in one or more lots, and from time to time, upon 75 days' prior written notice to Pledgor, for cash or upon credit or for future delivery. Pledgor hereby waives all rights, if any, of marshalling the Shares and any other security for the payment of the Secured Obligations. At the option, and in the complete discretion, of Pledgee, Pledgee may sell the Shares at a public sale or sales or at a private sale or sales.

Pledgee may bid for and acquire the Shares or any portion thereof at any public sale, free from any redemption rights of Pledgor, and in lieu of paying cash therefor, may make settlement for the selling price of the Shares or part thereof by crediting to the Pledgor's indebtedness to Pledgee pursuant to the Secured Obligations the net selling price of the Shares, after deducting all reasonable costs and expenses of such sale(s)

(11) To exercise all rights of a secured party under the Uniform Commercial Code of West Virginia and all other applicable laws

From time to time, Pledgee may, but shall not be obligated to, postpone the time of any proposed sale of any of the Shares, which has been the subject of a notice as provided above, and also, upon ten (10) days' prior written notice to Pledgor (which notice Pledgor conclusively agrees is commercially reasonable), may change the time and/or place of such sale.

(b) In the case of any sale by Pledgee of the Shares or any portion thereof on credit or for future delivery, which may be elected at the sole option and in the complete discretion of Pledgee, the Shares so sold may, at Pledgee's option, either be delivered to the purchaser or retained by Pledgee until the selling price is paid by the purchaser, but in either event Pledgee shall incur no liability in case of failure of the purchaser to take up and pay for the Shares so sold. In case of any such failure, such Shares may be again sold by Pledgee as provided in this Stock Pledge Agreement.

(c) After deducting the reasonable costs and expenses of such sale(s) of the Shares, Pledgee shall apply the residue of the proceeds of any sale or sales of the Shares to reimburse Pledgee for any losses, expenses or costs incurred by Pledgee as a result of the Company's default under the Secured Obligations. Pledgee shall not incur any liability as a result of the sale of the Shares at any private sale or sales, and Pledgor hereby waives any claim arising by reason of (a) the fact that the price or prices for which the Shares or any portion thereof is sold at such private sale or sales is less than the price which would have been obtained at a public sale or sales or is less than the amount due under the hereinabove described obligations secured hereunder, even if Pledgee accepts the first offer received and does not offer the Shares or portion thereof to more than one

offeree, or (b) any delay by Pledgee in selling the Shares following an Event of Default hereunder, even if the price of the Shares thereafter declines or (c) the immediate sale of the Shares upon the occurrence of any Event of Default hereunder even if the price of the Shares should thereafter increase. The Pledgor shall remain liable for any deficiency remaining due under the Secured Obligations.

(d) Notwithstanding the foregoing, any sale of the shares under this section numbered 6 is subject to prior approval of the FCC.

7. NOTICES: All notices, elections, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given at the time delivered or deposited in the United States mails, certified or registered and postage prepaid, addressed to the parties as follows (or to such other person or place of which any party hereto shall have given written notice to the other):

If to Pledgor:

John R. Raese
P.O. Box 872
Morgantown, WV 26507-0872

With a copy to

James M. Troy
P.O. Box 1900
Morgantown, WV 26507-1900

If to Pledgee:

The Huntington National Bank
201 High Street
Morgantown, WV 26505
Attention: Sandra H. O'Brien, Vice President

8 SUCCESSORS AND ASSIGNS, ETC.: This Stock Pledge Agreement

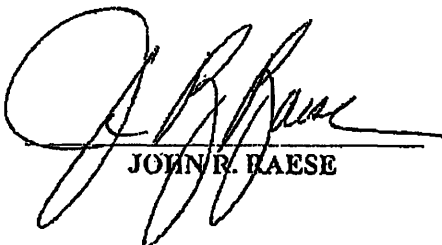
has been executed in duplicate and each copy thereof shall for all purposes be treated as an original and be binding upon the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns.

9. TIME OF ESSENCE: Time shall be of the essence in the performance by each of the parties hereto of his or its obligations hereunder.

10. CAPTIONS: The captions and headings of the Sections and Paragraphs hereof shall be ignored in interpreting the provisions of this Stock Pledge Agreement.

IN WITNESS WHEREOF, Pledgor has signed his name hereto and the Pledgee has caused its name to be signed hereto by its proper officer thereunto duly authorized, all as of the day and year first hereinabove written.

PLEDGOR:


JOHN R. RAESE

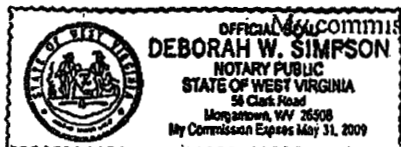
PLEDGEE:

THE HUNTINGTON NATIONAL BANK

By: 
Melissa Cumpston, Private Banking Officer

STATE OF WEST VIRGINIA
COUNTY OF MONONGALIA, TO-WIT

The foregoing instrument was acknowledged before me this 14th day of
March, 2006, by John R. Raese.



Official Notary Commission expires: May 31, 2009

Deborah W. Simpson
Notary Public

(NOTARIAL SEAL)

STATE OF WEST VIRGINIA,
COUNTY OF MONONGALIA, TO-WIT.

I, Sibyl Taylor, a notary public of said county, do certify that
Melissa Cumpston, a Private Banking Officer of The Huntington National Bank, who signed the
writing hereto annexed, bearing date as of the 14th day of March, 2006, has this day in my said
county, before me, acknowledged the same to be the act and deed of said national banking
association

Given under my hand this 14th day of March, 2006.

My commission expires. 9/27/2014

Sibyl Taylor
Notary Public

(NOTARIAL SEAL)

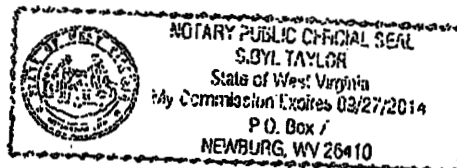


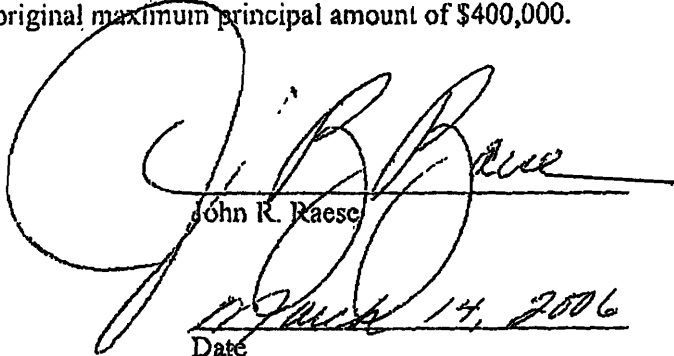
Exhibit A
to
**Stock Pledge Agreement between John R.
Raese and The Huntington National Bank**

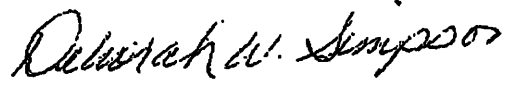

<u>Company</u>	<u>No. of Shares</u>	<u>Stock Certificate No.</u>
West Virginia Radio Corporation	91 2/3	26
	130	29
West Virginia Radio Corporation of Clarksburg	50	1
West Virginia Radio Corporation of Charleston	50	2
West Virginia Radio Corporation of Elkins	50	2
West Virginia Radio Corporation of Salem	50	3
West Virginia Radio Corporation of Buckhannon	50	1

ADDENDUM TO
REVOLVING LINE OF CREDIT LOAN AGREEMENT

APPOINTMENT OF DULY AUTHORIZED REPRESENTATIVE

I, John R. Raese, hereby appoint James M. Troy as my duly authorized representative for the purpose of requesting advances under that certain Revolving Line of Credit Loan Agreement entered into on the 14th day of March, 2006 between THE HUNTINGTON NATIONAL BANK and me in the original maximum principal amount of \$400,000.


John R. Raese
Date March 14, 2006

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REVOLVING LINE OF CREDIT PROMISSORY NOTE

BORROWER:

JOHN R. RAESE
P.O. Box 872
Morgantown, WV 26507-0872

LENDER:

THE HUNTINGTON NATIONAL BANK
201 High Street
Morgantown, WV 26505

Principal Amount: \$400,000.00

Initial Rate: 6.99%

Date of this Promissory Note: March 14, 2006

PROMISE TO PAY. JOHN R. RAESE (the "Borrower") promises to pay ON DEMAND to the order of The Huntington National Bank ("Lender"), in lawful money of the United States of America, the principal amount of Four Hundred Thousand Dollars (\$400,000.00), or so much as may be outstanding, together with interest on the unpaid outstanding principal balance from the date of each advance. Interest shall be calculated from the date of each advance until repayment of all principal and interest.

PAYMENT. The principal and interest due under this Note is payable in full ON DEMAND. Commencing on April 14, 2006, Borrower shall make consecutive monthly payments of accrued interest only on 14th day of each month. On March 14, 2007, or such later date as Lender, in Lender's sole discretion may elect to extend the maturity date of this Promissory Note, Borrower will pay all principal, accrued interest, and any costs incurred by Lender in accordance with this Promissory Note.

Interest on this Promissory Note is computed on a 365/360 interest basis; that is, by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing to Borrower. Unless otherwise agreed or required by applicable law, payments will be applied first to unpaid collection costs, including without limitation those costs identified in the Loan Agreement or costs incurred by Lender in accordance with this Promissory Note, second to accrued interest and third to principal

VARIABLE INTEREST RATE. The interest rate on this Promissory Note is subject to change from time to time based on changes in an independent index which is the LIBO Rate (the "Index"). As used herein, LIBO Rate shall mean the rate obtained by dividing: (1) the actual or

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estimated per annum rate, or the arithmetic mean of the per annum rates, of interest for deposits in U.S. dollars for the related LIBO Rate Interest Period (as hereinafter defined), as determined by Lender in its sole discretion based upon information which appears on page LIBOR01, captioned British Bankers Assoc. Interest Settlement Rates, of the Reuters America Network, a service of Reuters America Inc. (or such other page that may replace that page on that service for the purpose of displaying London interbank offered rates; or, if such service ceases to be available or ceases to be used by Lender, such other reasonably comparable money rate service as Lender may select) or upon information obtained from any other reasonable procedure, as of two Banking Days (as hereinafter defined) prior to the first day of a LIBO Rate Interest Period, by (2) an amount equal to one minus the stated maximum rate (expressed as a decimal), if any, of all reserve requirements (including, without limitation, any marginal, emergency, supplemental, special or other reserves) that is specified on the first day of each LIBO Rate Interest Period by the Board of Governors of the Federal Reserve System (hereinafter the "System") or any successor agency thereto for determining the maximum reserve requirement with respect to eurocurrency funding (currently referred to as "Eurocurrency liabilities" in Regulation D of such Board) maintained by a member bank of such System, or any other regulations of any governmental authority having jurisdiction with respect thereto as conclusively determined by Lender. Subject to any maximum or minimum interest rate limitation specified herein or by applicable law, any variable rate of interest on the obligation evidenced hereby shall change automatically without notice to the Borrower on the first day of each LIBO Rate Interest Period. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than once each month, with the first interest rate change occurring on April 14, 2006. The initial rate is based on the Index as of March 10, 2006, which was 4.74% per annum. The interest rate to be applied to the unpaid principal balance of this Promissory Note will be at a rate of 2.25 percentage points over the Index, resulting in an initial rate of 6.99% per annum. **NOTICE:** Under no circumstances will the interest rate on this Promissory Note be more than the maximum rate allowed by applicable law. The rate is not necessarily the lowest rate charged by Lender on its loans.

PREPAYMENT. Borrower agrees that all loan fees are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, or as provided for hereinafter, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

LATE CHARGE. If a payment is eleven (11) or more days late, Borrower will be charged 5.000% of the regularly scheduled payment which shall be considered costs of collection for the purposes of this Promissory Note

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$15.00 if Borrower makes a payment on this Promissory Note by a check or preauthorized charge which is later dishonored.

DETERMINATION OF INDEX. This Promissory Note may express an initial interest rate and an initial index value to 3 places to the right of the decimal point. This expression is done solely for convenience. The reference sources for the index used by Lender, as stated in this Note, may actually quote the index on any given day to as many as 5 places to the right of the decimal point. Therefore, the actual index value used to calculate the interest rate on and the amount of interest due under this Note will be to 5 places to the right of the decimal point.

DEFAULT INTEREST. Upon a default under (i) this Promissory Note, (ii) the Stock Pledge Agreement entered into by Borrower and Lender of even date herewith ("Pledge Agreement"), (iii) the Loan Agreement, or (iv) any of the Loan Documents (as defined in the Loan Agreement), Lender, at its option, may, if permitted under applicable law, change the interest rate on this Promissory Note to the Prime Rate as published in the Wall Street Journal section entitled "Money Rates" on the fifteenth (15th) day of each month (the "Default Index") plus two percentage (2%) points. Subject to any maximum or minimum interest rate limitation specified herein or by applicable law, the default interest rate shall change automatically without notice to Borrower immediately on the fifteenth (15th) day of each month with any change thereto effective as of said date. If the fifteenth day of any month falls on a Saturday, Sunday or legal holiday, the published rate for the next business day after the fifteenth shall prevail. Lender will tell Borrower the current Default Index rate upon Borrower's request. In no event will the Default Interest Rate exceed the maximum rate permitted by applicable law.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Promissory Note may be requested only in writing by Borrower in accordance with the Loan Agreement. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender's office shown above. Borrower agrees to be liable for all sums either: (a) advanced in accordance with the instructions of Borrower's personnel or agent; or (b) credited to any of Borrower's accounts with Lender. The unpaid principal balance owing on this Promissory Note at any time may be evidenced by endorsements on this Promissory Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Promissory Note if (a) Borrower or any guarantor is in default under the terms of this Promissory Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Promissory Note or otherwise, (b) Borrower or any guarantor dies or ceases doing business or is insolvent; (c) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Promissory Note or any other loan with Lender; or (d) Borrower has applied funds provided pursuant to this Promissory Note for purposes other than those authorized by Lender.

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ADDITIONAL LIBO RATE PROVISIONS. As used herein, "Banking Day" shall mean any day other than a Saturday or a Sunday on which banks are open for business in Columbus, Ohio and on which banks in London, England settle payments.

As used herein, LIBO Rate Interest Period shall mean one month provided that: (1) if any LIBO Rate Interest Period would otherwise expire on a day which is not a Banking Day, the LIBO Rate Interest Period shall be extended to the next succeeding Banking Day (provided, however, that if such next succeeding Banking Day occurs in the following calendar month, then the LIBO Rate Interest Period shall expire on the immediately preceding Banking Day).

In the event that the Lender reasonably determines that by reason of (1) any change arising after the date of this Promissory Note affecting the interbank eurocurrency market or affecting the position of the Lender with respect to such market, adequate and fair means do not exist for ascertaining the applicable interest rates by reference to which the LIBO Rate then being determined is to be fixed, (2) any change arising after the date of this Promissory Note in any applicable law or governmental rule, regulation or order (or any interpretation thereof, including the introduction of any new law or governmental rule, regulation or order), or (3) any other circumstance affecting the Lender or the interbank market (such as, but not limited to, official reserve requirements required by Regulation D of the Board of Governors of the Federal Reserve System) the LIBO Rate plus the applicable spread shall not represent the effective pricing to the Lender of accruing interest hereunder based on the LIBO Rate, then, and in any such event, the accruing of interest hereunder based upon the LIBO Rate shall be suspended until the Lender shall notify Borrower that the circumstances causing such suspension no longer exist. In such case, beginning on the date of such suspension, interest shall accrue hereunder at a variable interest rate per annum, which shall change in the manner set forth below equal to 0.60 percentage points less than the Prime Commercial Rate (as hereinafter defined).

In the event that on any date the Lender shall have reasonably determined that accruing interest hereunder based upon the LIBO Rate has become unlawful by compliance by the Lender in good faith with any law, governmental rule, regulation or order, then, and in any such event, the Lender shall promptly give notice thereof to the Borrower. In such case, accruing interest hereunder based on the LIBO Rate shall be terminated and the Borrower shall, at the earlier of the end of each LIBO Rate Interest Period then in effect or when required by law, repay the advances based upon the LIBO Rate, together with interest accrued thereon. In such case, when required by law, interest shall accrue hereunder at a variable rate of interest per annum, which shall change in the manner set forth below, equal to 0.60 percentage points less than the Prime Commercial Rate.

As used herein, Prime Commercial Rate shall mean the rate established by the Lender from time to time based on its consideration of economic, money market, business and competitive factors, and is not necessarily the Lender's most favored rate. Subject to any maximum or minimum interest rate limitation specified herein or by applicable law, any variable rate of interest on the obligation evidenced hereby based upon the Prime Commercial Rate shall

change automatically without notice to the Borrower immediately with each change in the Prime Commercial Rate. If during any period of time while interest is accruing hereunder based upon the Prime Commercial Rate, the obligation evidenced by this Promissory Note is not paid at maturity, whether maturity occurs by lapse of time, demand acceleration or otherwise, the unpaid principal balance and any unpaid interest thereon shall, thereafter until paid, bear interest at a rate equal to two percentage points in excess of the rate indicated in the immediately preceding two paragraphs.

If, due to (1) the introduction of or any change in or in the interpretation of any law or regulation, (2) the compliance with any guideline or request from any central bank or other public authority (whether or not having the force of law), or (3) the failure of the Borrower to repay any advance when required by the terms of this Promissory Note, there shall be any loss or increase in the cost to the Lender of accruing interest hereunder based upon the LIBO Rate, then the Borrower agrees that the Borrower shall, from time to time, upon demand by the Lender, pay to the Lender additional amounts sufficient to compensate the Lender for such loss or increased cost. A certificate as to the amount of such loss or increased cost, submitted to Borrower by Lender, shall be conclusive evidence, absent manifest error, of the correctness of such amount.

Notwithstanding that the section above entitled "Prepayment", during any period of time while interest is accruing hereunder based upon the LIBO Rate, Borrower may not prepay any portion of the outstanding principal balance prior to the expiration of the then current LIBO Rate Interest Period

DEFAULT. An Event of Default as defined in the Loan Agreement shall constitute an event of default ("Event of Default") under this Note:

LENDER'S RIGHTS. Lender may, upon demand, declare the entire unpaid principal balance on this Promissory Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Lender may hire or pay someone else to help collect this Promissory Note if Borrower does not pay. Borrower also will pay Lender reasonable costs of collection. This includes, subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's reasonable legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. This Promissory Note has been delivered to Lender and accepted by Lender in the State of West Virginia. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the court of Monongalia County, West Virginia. This Promissory Note shall be governed by and construed in accordance with the laws of the State of West Virginia without regard to the choice of law principles adhered to therein. It also shall constitute an event of default under this Note if Borrower fails to comply with or to perform any term, obligation, covenant or condition contained in any interest rate protection agreement, foreign currency

exchange agreement, commodity price protection agreement or other interest or currency exchange rate or commodity price hedging arrangement between Borrower and Lender.

PAYMENT DATES. If the due date of any payment under this Note shall be a day that is not a Banking Day (as defined herein), the due date shall be extended to the next succeeding Banking Day, provided, however, that if such next succeeding Banking Day occurs in the following calendar month, then the due date shall be the immediately preceding Banking Day.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

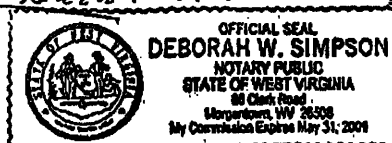
COLLATERAL. This Promissory Note is secured by a security interest through a Pledge Agreement of even date herewith, granting a security interest in certain property of Borrower in favor of Lender, all terms and conditions of such Pledge Agreement are hereby incorporated and made a part of this Promissory Note.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Promissory Note without losing them. Borrower and any other person who signs, guarantees or endorses this Promissory Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Promissory Note, and unless otherwise expressly stated in writing, no party who signs this Promissory Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this Promissory Note, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS PROMISSORY NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS PROMISSORY NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE PROMISSORY NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETE COPY OF THE PROMISSORY NOTE.

BORROWER:

John R. Raesh
JOHN R. RAESH



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